



COUNTY OF LOS ANGELES

DEPARTMENT OF CORONER

1104 N. MISSION RD., LOS ANGELES, CALIFORNIA 90033



Anthony T. Hernandez
Director

Lakshmanan Sathyavagiswaran, MD
Chief Medical Examiner-Coroner

May 24, 2007

Agenda Date: June 5, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A MASTER AGREEMENT FOR
AS-NEEDED NEUROPATHOLOGY PHYSICIAN SERVICES
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD

1. Authorize the Director, Department of Coroner and Chief Medical Examiner-Coroner to execute As-Needed Neuropathology Physician Services Master Agreement, substantially similar to Exhibit I, for an estimated Fiscal Year cost not to exceed \$130,000 to be financed through the Medical Unit budget, effective on the date of execution through June 30, 2008, with the option to extend for up to four (4) additional one-year periods, for a maximum term of five (5) years, expiring no later than June 30, 2012.
2. Delegate authority to the Director, Department of Coroner and Chief Medical Examiner-Coroner to execute, substantially similar to Exhibit I, master agreements with new, qualified neuropathologists with a term of one (1) year, effective upon the date of execution with the option to extend for up to four (4) one-year periods, expiring no later than June 30, 2012 and execute applicable administrative amendments to As-Needed Neuropathology Physician Services Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, the Board is enabling the Director, Department of Coroner and the Chief Medical Examiner-Coroner to execute agreements with qualified neuropathologists on an as-need basis to conduct specialized neuropathology services as part of the autopsy function. The As-Needed Neuropathology Physician Services Master Agreement, substantially similar to Exhibit I, satisfies traditional Civil Service exceptions

permitting agreements which are exempt under the provisions of Proposition A under County Code Section 2.121.250.A.4.

Furthermore, the recommended actions will provide the Department of Coroner with a method of ensuring availability of hard-to-recruit and critically needed neuropathology physicians on an as-needed basis, to carry out the Department's primary mission of performing post mortem examinations to investigate and determine the cause and manner of death.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan:

Goal No. 1: Service Excellence

Provide the Public with easy access to quality services that are both beneficial and responsive.

Goal No. 3: Organizational Effectiveness

Ensure that service delivery systems are efficient, effective and goal oriented.

Goal No. 4: Fiscal Responsibility

Strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING

The estimated yearly cost for Neuropathology Physician Services is \$130,000. The funds are available in the Department of Coroner departmental budget and will be encumbered annually during each fiscal year for the duration of the agreement and renewal year(s), if renewal options are exercised.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 27491 the Coroner is charged with inquiring into and determining the circumstances, manner, and cause of all violent, sudden, unattended or unusual deaths. The Coroner has the discretion to determine the extent of the inquiry into any death falling within his jurisdiction.

The Department has determined that this Agreement, substantially similar to Exhibit I, is exempt from (Proposition A) requirements under County Code Section 2.121.250.A.4, in that, the neuropathology services are needed on a part-time and intermittent basis. The Department only requires neuropathologic examinations in appropriate cases, and contractors will work only on an as-needed basis.

The agreement, is in compliance with County contracting policies and procedures, as set forth by your Board.

CONTRACTING PROCESS

On January 16, 2007, the Department of Coroner released a Request for Statement of Qualifications to establish a pool for recruitment of qualified neuropathology physicians to perform on an as-needed basis. The Department received two Statement of Qualifications, both of which are qualified neuropathologists.

As the needs arise for new and qualified neuropathologists, the Department will solicit Request for Statement of Qualifications from qualified Neuropathology Physicians. The Department of Coroner will be responsible for negotiating rates with contractors for gross and microscopic examination on a per case basis, not to exceed the Departments budgeted amount for Neuropathology Services, as appropriate, and screening all interested Physicians to ensure that they are qualified to perform the required services.

The Department will execute agreements with qualified Neuropathology Physicians, as determined by the Department of Coroner, similar to Exhibit I, which are exempt under the Proposition A, and satisfy traditional exceptions to the Civil Service requirements, on an as-needed basis.

Exhibit I has been approved as to form by County Counsel.

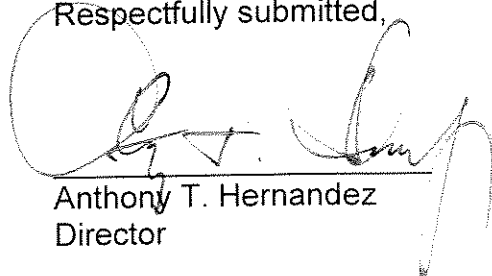
IMPACT ON CURRENT SERVICES

Approval of the recommended actions will ensure continued critical services, in appropriate cases, which require gross or microscopic neuropathologic examination as part of the Department's inquest to determine cause and manner of death.

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board letter and two signed copies to:

Department of Coroner
Attn: Elizabeth Seung, Contracts Manager

Respectfully submitted,



Anthony T. Hernandez
Director

ATH/es

Attachment

c: Chief Administrative Officer
County Counsel
Dr. Lakshmanan Sathyavagiswaran
Executive Office, Board of Supervisors (22)



MASTER AGREEMENT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
DEPARTMENT OF CORONER**

AND

FOR

NEUROPATHOLOGY SERVICES

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PART-TIME AND INTERMITTENT
NEUROPATHOLOGY PHYSICIAN SERVICES AGREEMENT

RECITALS

THIS AGREEMENT is made and entered into this _____ day
of _____, 2007.
by and between COUNTY OF LOS ANGELES (hereafter "County"), and
_____ (hereafter "Contractor").

THIS AGREEMENT between the County and _____, is to
provide neuropathology services required by the County's Medical Examiner-Coroner
(Hereinafter "Coroner") who conducts medico-legal investigations in certain deaths.

WHEREAS, under the provisions of Government Code § 24100 et seq. and 27530, the
Coroner is authorized to deputize physicians to perform post mortem examinations subject to the
same obligations as the Coroner;

WHEREAS, the Coroner has a need to provide neuropathology services pursuant to
Government Code Section 27491;

WHEREAS, the County has determined that the neuropathology physician services to be
provided hereunder are needed only on a part-time basis;

WHEREAS, it is the intent of the parties that the services provided pursuant to this
Agreement shall be used only to address service needs that are intermittent (sporadic or
unpredictable) in nature such that they do not give rise to the need for a full-time physician;

WHEREAS, the Coroner requires specialized neuropathologic examination in selected
Coroner cases;

WHEREAS, there is a shortage of neuropathologists qualified to examine forensic cases;

WHEREAS, the Coroner has found that the Contractor has the ability based upon
previous experience and has met the qualifications to provide neuropathology services required;
and

WHEREAS, the Coroner has selected the Contractor who has proposed and desires to provide neuropathology services to the Coroner;

WHEREAS, County is authorized by California Government Code Section 26227 and 31000, and by Los Angeles County Code section 2.121.250B(4) to contract for the part-time or intermittent neuropathology services described hereunder.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for valuable consideration the parties hereto agree as follows:

1. TERM:

- A. The term of this Agreement shall commence on the date of its execution by County's Department of Coroner, Director ("Director") and Chief Medical Examiner-Coroner, with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including _____. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.
- B. County shall have the option to extend the term for up to four (4) additional one-year periods, for a maximum total Agreement term of five (5) years. Each such option year shall be exercised individually by the Director, Department of Coroner.
- C. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Department of Coroner policies, procedures, and contractual requirements, as outlined in this Agreement and in the County Department of Coroner policy manuals.
- D. County, through Director, may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical Board of California).
- E. County's failure to exercise any right of termination under this Paragraph shall not

constitute waiver of such right and the same may be exercised at any subsequent time.

- F. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that he/she shall have no right to any County administrative hearing or other County due process right under the Department of Coroner's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

2. DESCRIPTION OF SERVICES:

- A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit "B", Statement of Work, which is attached hereto and incorporated herein by reference.
- B. Contractor acknowledges that he shall use its best efforts to provide service(s) under this Agreement of quality at least equivalent to that which Contractor provides to all other clients he serves.

3. NONEXCLUSIVITY:

Contractor acknowledges that he is not necessarily an exclusive provider to County of the services to be provided under this Agreement, that County has, or may enter into agreements (i.e., contracts) with other providers of said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. CORONER'S NEUROPATHOLOGY PROGRAM:

- A. The Coroner shall authorize Contractor to perform neuropathologic examinations on those assigned Coroner cases for the purpose of establishing the cause, manner and circumstances of death. To accomplish this objective, the Coroner shall use its best efforts to:
1. Provide Contractor with appropriately fixed specimens from the nervous system.

2. Provide Contractor with all available clinical, investigation, and autopsy information from each assigned case.
 3. Provide a neuropathology cutting room equipped with cutting boards, appropriate instruments, and a microscope.
 4. Provide facilities within the Department of Coroner for storage of fixed tissues from Contractor's assigned cases and preparation of microscopic slides by a histology laboratory.
- B. Contractor shall perform, carry out and accomplish all obligations contained in this Agreement, and comply with each act or requirement contained in Exhibit , Statement of Work.
1. Contractor is strictly prohibited from utilizing any decedent's tissue and/or body parts or specimens for research or any other use without the prior written consent of the Chief Medical Examiner-Coroner. Any research request made by Contractor shall be submitted in writing to the Chief Medical Examiner-Coroner for submission to and possible approval by the Department of Coroner Research Committee. Research projects involving suspected or verified Sudden Infant Death Syndrome cases shall additionally require written approval by the California Department of Health Services pursuant to California Government Code § 27491.41 and all other applicable laws.
 2. Contractor shall not contact, either directly or indirectly, any of decedent's family members, relatives, next-of-kin, or legal representatives to request authorization for research or testing of any decedent's tissue and/or body parts or specimens or for permission to utilize transplantable tissue.
 3. Donations of or requests for authority to recover transplantable tissue shall be promptly forwarded by Contractor in writing to the Department of Coroner's Forensic Medicine Division. The Coroner or his delegate shall notify Contractor promptly of the Coroner's determination regarding Contractor's request to harvest a decedent's transplantable tissue.

5. **REQUIREMENTS AND REPRESENTATIONS OF CONTRACTOR**

Contractor represents and warrants to the County the following:

- A. That Contractor has fully and completely complied with all requirements and regulations of all Federal and State laws governing the training, licensing, education and certification of physicians.
- B. That Contractor:
 - 1. Holds a valid California Physician and Surgeon's License,
 - 2. Is certified by the American Board of Pathology in Anatomic Pathology and Neuropathology,
 - 3. Has been previously qualified as an expert in neuropathology in a California civil or criminal court.

6. **CONTRACT SUM**

- A. Contractor shall not be entitled to any payment by County under this Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department of Coroner by the County Board of Supervisors in its approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts.
- B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

7. BILLING AND PAYMENT

A. County agrees to compensate Contractor for providing the tasks, deliverables, services, and other work authorized pursuant to this Agreement in accordance with the payment structure set forth in the Exhibits attached hereto and incorporated herein by reference. Contractor shall separately invoice County for each Work Order monthly, on a fixed price per assigned neuropathologic examination case basis. All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

Each invoice submitted by Contractor shall specify:

- ☐ County numbers of the Work Order and Contractor's Agreement;
- ☐ Date of final signed dictated report;
- ☐ Coroner Case Number
- ☐ Type of neuropathology examination performed
- ☐ Date of final signed dictated report
- ☐ The individual amount being billed for each case assigned; and
- ☐ Total amount of the invoice.

B. Coroner shall reimburse Contractor in consideration of the services performed under this Agreement on a per assigned neuropathologic examination case basis. Contractor shall bill County monthly, no longer than thirty (30) days in arrears, from the date of County Project Director written approval in accordance with the terms, conditions, and on a fixed price per assigned neuropathologic examination case basis at the rates set forth in Exhibit C, Pricing Schedule.

C. Billings shall be made in duplicate and forwarded to:

Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attn: Accounting Section

Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) calendar days. Incorrect and/or discrepant billings, as determined by the Department of Coroner, will be returned to Contractor for correction before payment is made.

8. **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING
EXPIRATION/TERMINATION OF AGREEMENT:**

Contractor shall have no claim against County for the payment of any monies or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

9. **GENERAL INSURANCE REQUIREMENTS:**

Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attn: Administration

prior to commencing services under this Agreement. Such certificates or other evidence shall:

- ❑ Specifically identify this Agreement;
- ❑ Clearly evidence all coverages required in this Agreement;
- ❑ Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- ❑ Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and
- ❑ Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

C. Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice

to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

D. Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- ☐ Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- ☐ Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.
- ☐ Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.
- ☐ Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

- ☐ General Aggregate: \$2 million
- ☐ Products/Completed Operations Aggregate: \$1 million
- ☐ Personal and Advertising Injury: \$1 million
- ☐ Each Occurrence: \$1 million

G. Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

10. PROFESSIONAL LIABILITY:

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. Such coverage shall be maintained for a period of not less than two years commencing upon termination or cancellation of this Agreement.

11. CONTRACTOR INDEMNIFICATION

With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

12. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT:

Contractor shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of County, and any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties.

13. PROHIBITION AGAINST SUBCONTRACTING:

Contractor shall not subcontract any of its duties under this Agreement. Any subcontract shall be null and void.

14. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all Federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between Federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the

effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

- B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, regulations, guidelines, or directives. County shall indemnify, defend, and hold harmless Contractor, its officers, directors, employees, and agents from and against any and all loss, damage, liability, or expense resulting from any violation on the part of County, its officers, employees, or agents, of such Federal, State, or local laws, regulations, guidelines, or directives.

15. ADDITIONAL TERMS AND CONDITIONS:

Attached hereto and incorporated herein by reference, is Exhibit "A", Additional Terms and Conditions, of which the terms and conditions therein contained are a part of this Agreement.

16. CONSTRUCTION:

To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

17. ALTERATION OF TERMS:

The body of this Agreement (including its Additional Terms and Conditions) and any Exhibit(s), and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

18. CONTRACTOR'S OFFICES:

Contractor's office is located at:

Contractor's business telephone number is _____ facsimile/FAX number is _____, and electronic mail is _____ Contractor shall notify County, in writing, of any changes made to his business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

19. NOTICES:

Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. The Director, Department of Coroner is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) business days prior written notice to the other party

A. Notices to County shall be addressed as follows:

(1) Department of Coroner
1104 N. Mission Road
Los Angeles, California 90033
Attention: Chief Medical Examiner-Coroner

(2) Department of Coroner
1104 N. Mission Road
Los Angeles, California 90033
Attention: Director

(3) Department of Coroner
1104 N. Mission Rd.
Los Angeles, California 90033
Attention: Sarah Ahonima

B. Notices to Contractor shall be addressed as follows:

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Director, Department of Coroner and Chief Medical Examiner-Coroner, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Lakshmanan Sathyavagiswaran, M.D.
Chief Medical Examiner-Coroner

By _____
Anthony T. Hernandez
Director, Department of Coroner

CONTRACTOR

By _____
Signature

Print Name

Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, Jr.
COUNTY COUNSEL

By _____
Senior Deputy County Counsel

(1) _____

20. APPLICABLE DOCUMENTS:

Exhibits A, B, and C are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Exhibits:

EXHIBIT A - ADDITIONAL TERMS AND CONDITIONS

EXHIBIT B – STATEMENT OF WORK

EXHIBIT C – PRICING SCHEDULE

EXHIBIT A

**MASTER AGREEMENT
ADDITIONAL TERMS AND CONDITIONS**

BY AND BETWEEN

**COUNTY OF LOS ANGELES
DEPARTMENT OF CORONER**

AND

FOR

NEUROPATHOLOGY SERVICES

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS NEUROPATHOLOGY SERVICES AGREEMENT

1. ADMINISTRATION:

1.1 COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit B1*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

- **County's Project Director**

The County's Project Director has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department or Coroner ("Coroner") and Contractor. The County's Project Director, or designee, is the approving authority for individual Work Order assignments.

- **County's Project Manager**

County's Project Manager will be responsible to assign Work Orders to Contractor.

The responsibilities of the Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Orders are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- monitoring, evaluating and reporting Contractor's performance and progress on the Work Order;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

- The Director, Department of Coroner ("Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director or to authorized Federal, State, County, and local governmental representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas for contractual compliance at any reasonable time.

1.2 CONTRACTOR

- Contractor shall be responsible for the day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Manager on a regular basis with respect to all active Work Orders.

1.3 CHANGE NOTICES AND AMENDMENTS

- The County reserves the right to initiate Change Notices that do not affect the scope or payment of any Work Orders issued pursuant to this Master Agreement. All such changes shall only be accomplished with an executed Work Order Change Notice signed by the Contractor and by County's Project Director.
- The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by County's Project Director.

1.4 WORK

Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

- Work Orders shall conform to specific work as described in the **Statement of Work**, which shall describe in detail the assigned Coroner Case and the work required for the performance thereof. Payment for all work shall be on a fixed priced per assigned Coroner Case basis, subject to the **Total Maximum Amount** specified on each individual Work Order.
- If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the **Total Maximum Amount** as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 1.3, Change Notices and Amendments, these **shall be gratuitous** efforts on the part of Contractor for which Contractor shall have **no claim** whatsoever against County.

2. NONDISCRIMINATION IN SERVICES:

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation in accordance with requirements of Federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended

beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

3. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Federal Rehabilitation Act of 1973, the Federal Americans with Disabilities Act of 1990, and all other Federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with Federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

- B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.
- C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.
- D. Contractor certifies and agrees that it shall deal with its bidders or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.
- E. Contractor shall allow Federal, State, and County representatives duly authorized by Director access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.
- F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or

State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

- G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

4. FAIR LABOR STANDARDS ACT:

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

5. EMPLOYMENT ELIGIBILITY VERIFICATION:

Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

6. TISSUE HANDLING, STORAGE AND USE:

All parties to this Agreement agree and acknowledge that by acceptance, that any of the tissue relating to the dissections or autopsies performed by Contractor or Contractor's physicians on behalf of Coroner are the property of the County of Los Angeles and are not to be used by Contractor for any purpose other than in compliance with the Agreement herein.

7. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall not perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

8. UNLAWFUL SOLICITATION:

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

9. RECORDS AND AUDITS:

- A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.
- B. Financial Records: Contractor shall prepare and maintain on a current basis complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles, procedures and standards, which may from time to time be promulgated by Director. Any such relevant records shall be sufficient to substantiate any charges billed to County in the performance of this Agreement. Further, to the extent there

are any financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, they shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, any such relevant records pertaining to this Agreement, or true and correct copies thereof, including but not limited to those records described above shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location to a location within Los Angeles County for review upon Director's request, and made available during County's normal business hours within ten (10) calendar days to representatives of County, or Federal and State governments, for purposes of inspection and audit. In the event any such relevant records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit. Contractor shall further agree to provide any such relevant records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

- C. Federal Access to Records: If, and to the extent that, Section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the

furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, any relevant books, documents, and records of Contractor which are necessary to verify the nature and extent of any costs of services provided hereunder.

- D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.
- E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of any claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which

time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions.

10. REPORTS:

Contractor shall make reports as required by County or Coroner concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however, may County or Coroner require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

11. CONFIDENTIALITY:

To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of records and information regarding a decedent case by Contractor, its officers, employees, agents, and others providing services hereunder. County shall indemnify, defend, and hold harmless Contractor, its officers, directors, employees, and agents from and against any and all loss, damage, liability, and expense arising out of any disclosure of records and information regarding a decedent case by County, its officers, employees, agents, and others providing services hereunder.

The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G3.

12. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable Federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable Federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

13. INDEPENDENT CONTRACTOR STATUS:

- A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.
- B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

- C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

14. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"):

Contractor shall notify its employees to inform them that they may be eligible for claiming Federal EIC as allowed under the Federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015, copies of which are available from the IRS Forms Distribution Center by calling 1-(800)-829-3676.

15. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

- A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of

Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- B. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:** Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the Termination for Default Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

16. **SAFELY SURRENDERED BABY LAW:**

In accordance with County's goal to encourage the safe surrender of an unwanted newborn(s) (i.e., a baby[ies] seventy-two [72] hours old or less) by a mother or person with lawful custody to a designated safe haven site (e.g., all hospitals with emergency rooms, County fire stations, County medical centers, etc.) without fear of litigation and to further ensure that no newborn baby is ever abandoned in Los Angeles County; Contractor shall agree to notify and provide to all of its officers, employees, and agents, information on the Safely Surrendered Baby Law (also known as the Newborn Abandonment Law or Safe Haven Law) and its implementation within Los Angeles County. Contractor shall request and obtain from Director information and notices for notifying its officers, employees, and agents, on County's implementation of the Safely Surrendered Baby Law, as it now exist or may hereafter be amended, from time-to-time, but no less than on an annual basis.

17. **NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:**

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this

Agreement, provided, however, that Contractor may assign any or all of its rights and obligations under this Agreement for purposes of securing bond financing

18. NOTICE OF DELAYS:

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

19. RESTRICTIONS ON LOBBYING:

- A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. Section 1352) and any implementing regulations.
- B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

20. CONFLICT OF INTEREST:

- A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee,

or agent of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

- B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

21. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

22. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

- A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:
- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;
 - (2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
 - (3) The appointment of a Receiver or Trustee for Contractor;
 - (4) The execution by Contractor of an assignment for the benefit of creditors. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:
- (1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or
 - (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

- D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time

when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

23. GOVERNING LAW, JURISDICTION, AND VENUE:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

24. WAIVER:

No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time,

or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

25. SEVERABILITY:

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

26. BACKGROUND AND SECURITY:

All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor who does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

EXHIBIT B

STATEMENT OF WORK

EXHIBIT B

NEUROPATHOLOGIST STATEMENT OF WORK

Scope of Work

This Los Angeles County, Department of Coroner contract is for forensic neuropathology services for examinations performed pursuant to section 27491 of the Government Code of the State of California.

The Contractor or Forensic Neuropathologist is required to be available to perform specialized neuropathology examinations, be duly licensed and certified by State of California, and possess a high level of experience demonstrating the ability to perform to the standards of the Chief Medical Examiner-Coroner.

The Forensic Neuropathologist will be required to review the clinical and medical diagnosis of the deceased and render a neuropathologic diagnosis. The Deputy Medical Examiner and Chief Medical Examiner-Coroner will determine the cause of death. Forensic Neuropathologist may have to appear and testify in court in regard to a case.

All work must be performed in a professional manner and the work area must be kept clean and orderly. Established guidelines for the collection of specimens must be followed as indicated below. Dictations must be complete and thorough.

Under the supervision of the Chief Medical Examiner-Coroner, the Forensic Neuropathologist must be able to perform all duties in a timely manner. Although forensic assistants usually assist the pathologist, this is not a prerequisite and the pathologist may not refuse to perform in the event that forensic assistants are not available.

A routine neuropathology examination may consist of either a gross examination only, or a gross and microscopic examination. The extent of the examination will be determined by the contractor.

A gross neuropathology examination will consist of the following:

- Review of Coroner's investigator's report, autopsy report, hospital records, and other documents before the examination. Cases should be discussed with the referring pathologist, as appropriate.
- Cutting and examination of the fixed brain, spinal cord, or other nervous system or muscle tissue.
- Preserving appropriate specimens for long-term storage.
- Collection of tissues for research as approved by the Chief Medical

Examiner- Coroner.

- Making specialized neuropathologic diagnoses and opinions, and correlating the findings at brain examination with other case information.
- Dictating, correcting and signing a detailed neuropathology consultation report, giving conclusions requiring expertise in neuropathology.

A gross and microscopic neuropathology examination will consist of the following:

- All duties listed above for gross examination will be required for gross and microscopic examination.
- Cutting sections of the neuromuscular tissue for microscopic or other specialized studies within three days of gross examination.
- Examining and interpreting microscopic and other specialized studies on neuromuscular tissue. This may include consultation in cases which the Forensic Neuropathologist has not examined grossly.
- Dictating, correcting and signing a detailed microscopic report, giving conclusions requiring expertise in neuropathology.

The Department estimates assigning approximately 150-200 cases for examination per calendar year.

Other Duties

The following activities and duties, in addition to those performed above, may also be required of the Forensic Neuropathologist.

Consultation with Coroner's Investigators.

Consultation with Coroner, toxicologist, criminalist, anthropologist, odontologist, radiologist, law enforcement, district attorney staff and other specialists and officials as required by the Coroner.

Forensic Neuropathologist must have prior court experience to qualify to provide testimony as an expert witness in areas of forensic neuropathology medicine, including but not limited to gunshot wounds, stab wounds, blunt force trauma, microscopic examinations and toxicology.

Medical Examiner Rules, Regulation and Procedures

During the time that the Contractor or his employees or agents are at the facilities of the Department of Coroner, such person(s) shall be subject to the Department's rules. It is the responsibility of the Contractor to instruct such persons who are to provide services with such rules, regulations, and procedures and to maintain records of such instruction.

The Contractor shall follow guidelines outlined in the Department of Coroner Deputy Medical Examiner Procedure Manual with respect to consultant obligations as follows:

- A) Contractor shall not accept private consultation work on non-assigned Los Angeles County Coroner cases or testify against the County of Los Angeles in any civil or administrative proceeding where the County of Los Angeles is a defendant.
- B) Contractor shall not act as an agent or expert witness on any non-assigned Los Angeles County Coroner case.
- C) Contractor shall recuse himself on cases where there is even an appearance of a conflict of interest.
- D) Contractor shall not conduct research or publish on County of Los Angeles Coroner cases without the prior written approval of the Chief Medical Examiner-Coroner.
- E) All tissue collected is considered evidence of that particular Coroner case, and shall be returned to the custody Department of Coroner no later than the time the case is completed.

Hours of Operation

The Contractor shall provide Neuropathology Services on every County workday, between 8:00 a.m. and 5:00 p.m. and shall be available in case of emergencies such as a sudden increase in caseload due to a natural or other disaster or general emergency. Determination of emergency shall be made at the sole discretion of the Director, Department of Coroner or the Chief Medical Examiner-Coroner.

Contractor's Security and Confidentiality Requirements

Security identification badges including photographs and physical description of the Contractor and/or Contractor's employee shall be provided by the Department of Coroner and shall be displayed by that person at all times he/she is within the confines of the Coroner's facility. Other security requirements are as follows:

1. The Contractor is subject to reasonable dress codes when in the Coroner's facility, consistent with a general health facility as set forth in the Coroner's policy manual; may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol

or drugs or be under the influence of alcohol/drugs; must conduct himself in a reasonable manner at all times; must not cause any disturbance in the facility; and otherwise be subject to all rules and regulations of the facility.

2. The Contractor must report to the Contract Administrator any occurrence of accidents and/or loss of equipment or supplies, no later than 24 continuous hours after said occurrence.
3. The Contractor must provide the Contract Administrator with a current list of employees (if applicable) and keep this list updated during the contract period.
4. Contractor must enter and leave through only specified locations in the facility to maintain a high level of security.

Other Requirements of the Contractor

1. Employee Fitness:

Upon request by County, Contractor must be willing to certify that persons performing Neuropathology Services are of sound physical and emotional condition necessary to perform duties required.

2. Emergency Conditions at Facility:

In the case of an emergency or unusual event, Contractor shall be subject to the direction of the Director Department of Coroner or designated representative.

3. Work Included:

The Contractor agrees that should it perform work outside the scope of this Agreement without amendments thereto, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and Contractor shall have no claim against the County for such work.

Workload Reporting

Contractor shall submit a written monthly workload report for all work done during the previous month within the first fifteen days of each month. This report shall include the following:

- Coroner's Case Number
- Date brain cut
- Date gross brain report dictated
- Date report signed after corrections
- Date microscopic sections cut
- Date microscopic report signed and final neuropathological diagnosis made.

All monthly reports shall be organized sequentially by Coroner's Case Number, beginning with the lowest Case Number and proceeding to the highest.

Rev. 12/22/06

EXHIBIT C

PRICING SCHEDULE

(INCORPORATED BY REFERENCE)